SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
OCTOBER 10, 2017
CITY HALL, 222 MEIGS STREET

INVOCATION	**Dick Brady**
PLEDGE OF ALLEGIANCE	
ROLL CALL	
CALL TO ORDER	**D. Waddington, D. Brady, N. Twine, D. Murray, G. Lockhart, W. Poole, N. Lloyd**
APPROVAL OF MINUTES	**September 25, 2017**
AUDIENCE PARTICIPATION	
COMMUNICATIONS	
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Casey Sparks

ZONE MAP AMENDMENT

Budgetary Information: There is no impact to the general fund.

ORDINANCE NO. _________: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone four parcels from R2F (two-family residential district) to CS (commercial service district); and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

B. Submitted by Aaron Klein, Director of Public Works

OPT-IN ENDORSEMENT AGREEMENT WITH CONSTELLATION NEWENERGY FOR GAS AGGREGATION PROGRAM

Budgetary Information: There is no direct cost to the city to approve this ordinance.

ORDINANCE NO. _________: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an endorsement agreement with Constellation NewEnergy – Gas Division, LLC for the city's natural gas aggregation program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Aaron Klein, Director of Public Works

APPROVAL OF AMENDMENTS TO ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT PLAN UPDATE

Budgetary Information: There is no budgetary affect from this approval. However, solid waste related projects would be eligible for funding through the Community Grants program in the future.

RESOLUTION NO. ___________: It is requested a resolution be passed approving the amendments to the Erie County Solid Waste Management District Plan update; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA

1. Submitted by Stuart Hamilton, IT Manager

PURCHASE OF VIRTUAL SERVER FROM ULTRALEVEL, INC.

Budgetary Information: The cost for this purchase will be $52,890 and will be paid from the IT budget in the general fund in the amount of $26,445, from the water fund in the amount of $13,222.50 and from the sewer fund in the amount of $13,222.50.

ORDINANCE NO. _________: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a virtual server with external storage and licensing from Ultralevel, Inc. of Southfield, Michigan, through the State of Ohio Department of Administrative Services, Cooperative Purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER'S REPORT
OLD BUSINESS
NEW BUSINESS
AUDIENCE PARTICIPATION
Open discussion on any item (5-minute limit)
EXECUTIVE SESSION(S)
ADJOURNMENT

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ

PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Casey Sparks, Assistant Planner

Date: September 27, 2017

Subject: September 25th, 2017 Commission Agenda Item –Application for an amendment to the following parcels: 57-01878.000 (117 Neil Street), 57-02125.000 (113 Neil Street), 57-00129.001, (Wayne Street rear lot), 57-05532.000 (118 Division Street)

Item for Consideration: Application to rezone the above referenced parcels for Gundlach Sheet Metal Works, Inc. The existing parcels are zoned as "R2F" / Residential Two Family and are proposed to be rezoned to "CS" Commercial Service.

Purpose: Chapter 1113 of the City of Sandusky Planning & Zoning Code states that the Zoning Map may be amended periodically in order to keep abreast of new zoning techniques, as well as when the following general conditions arise:

(1) Whenever a general hardship prevails throughout a given district;
(2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
(3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

Background Information: The property owner is proposing to rezone the above referenced parcels from R2F Residential Two Family to CS Commercial Service in order to accommodate an office and storage expansion as well as to improve the existing circulation of the site. The surrounding area is currently occupied with both business and residential uses within the block. The applicant's business, Gundlach Sheet Meet Works, Inc. is an established business within the city and has been a fabric of that neighborhood for many years. The applicant has purchased these surrounding parcels for this expansion.

The main purpose of the rezoning is to not only create an area for storage of parts for the business but to improve circulation within the site. Currently, many of the delivery trucks for the business park along Columbus for deliveries. Planning Staff believes that improving this circulation will be an improvement to the neighborhood.

The applicant has been diligently working through all of the review processes for the project. Planning Commission recommended approval of the rezoning application at the July 26th, 2017 Planning Commission meeting. The applicant has also been approved for both a side and rear yard variance for the proposed building at the August 17th, 2017 Board of Zoning Appeals meeting. Recently the applicant has submitted for site plan approval through Planning Commission, this application will be reviewed at the September 20th, 2017 meeting.

Correlation to the Comprehensive Plan: The Bicentennial Vison/ Comprehensive Plan outlines the city- wide development for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The plan specifically recommends residential stabilization within this area, however the parcels in which the applicant is proposing to rezone are existing vacant land or a vacant building. The applicant is proposing to demolish the vacant building and reclaim this area for development.

The proposed zoning amendment does address a few priorities in the Bicentennial Vision as well.

Vibrant City:

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** The applicant has indicated that they are proposing to demolish a vacant/ abandoned building and reclaim this area for development.

Budgetary Impact:
There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendments to the zoning map regarding the following parcels: 57-01878.000 (117 Neil Street), 57-02125.000 (113 Neil Street), 57-00129.001 (Wayne Street rear lot), 57-05532.000 (118 Division Street). It is further requested that this legislation take effect in accordance with Section 13 of the City Charter.

I concur with this recommendation:

______________________________ ______________________________

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

PLANNING COMMISSION REPORT

APPLICATION FOR MAP AMENDMENTS TO THE FOLLOWING PARCELS #'S: 57-01878.000(117 NEIL STREET), 57-02125.000(113 NEIL STREET), 57-00129.001, 57-05532.000(118 DIVISION STREET)

Reference Number: PC-10-17

Date of Report: July 14, 2017

Report Author: Casey Sparks, Chief Planner

City of Sandusky, Ohio
Planning Commission Report

BACKGROUND INFORMATION

Gundlach Sheet Metal Works Inc. has submitted an application for an amendment to the zoning map. The applicant has requested to rezone the parcels from "R2F" Two Family Residential to "CS" Commercial Service. The parcels that are proposed to be rezoned are located along Neil Street and Division Street between Columbus Ave and Wayne Street. The following information is relevant to this application:

Applicant: Gundlach Sheet Metal Works Inc.
910 Columbus Ave
Sandusky, Ohio 44870

Site Location: Parcels Numbers: 57-01878.000(117 Neil Street), 57-02125.000(113 Neil Street), 57-00129.001 (No address), 57-05532.000

Zoning: "R2F"/ Two Family Residential

Existing Uses: Vacant Land

Past Uses: Vacant Land

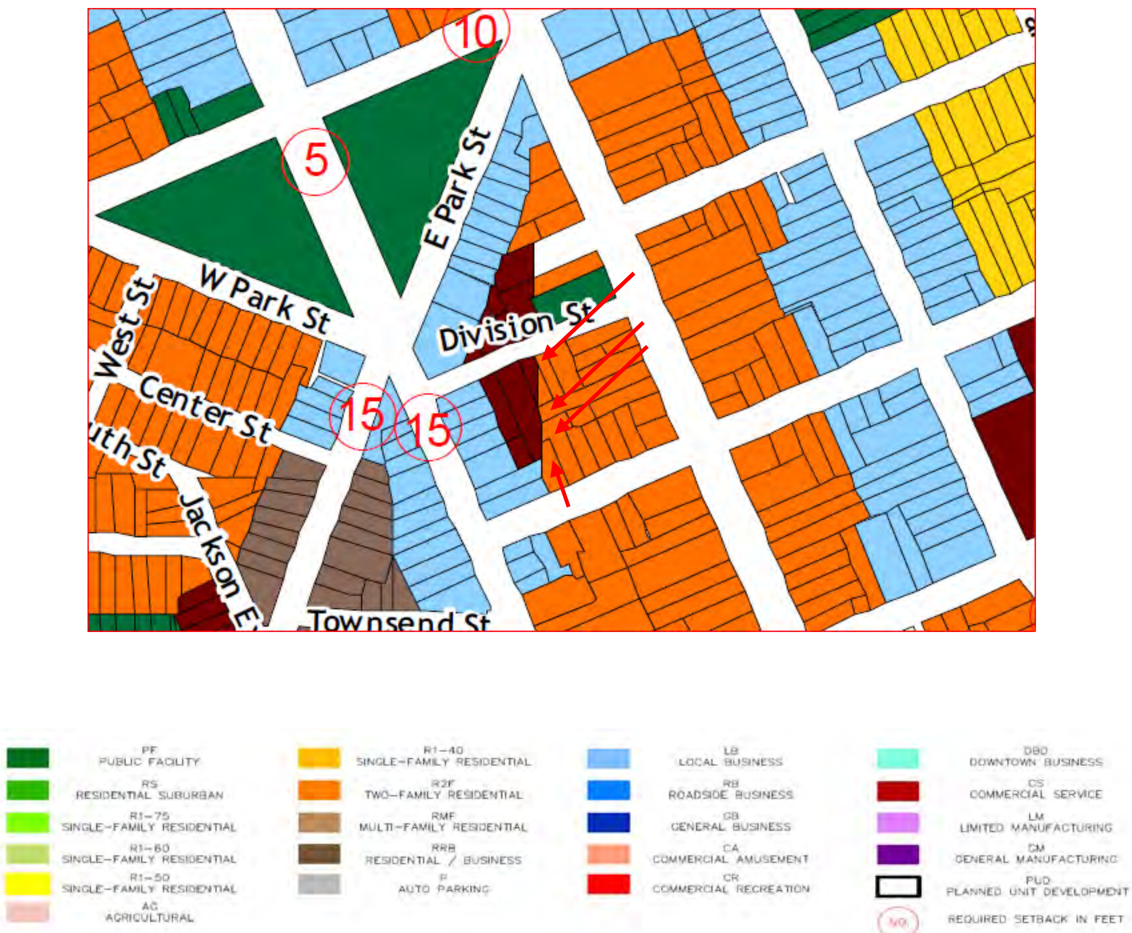
Proposed Zoning: "CS" Commercial Service

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan
Sandusky Zoning Code Chapter
Chapter 1137 Residential Districts
Chapter 1113.07 Amendments

SITE DESCRIPTION

The subject properties are located along Neil Street and Division Street. The surrounding zoning districts include CS (Commercial Service), LB (Local Business), and R2F (Residential Two Family).

Zone Map – Parcels outlined in red




GASFITTING.
GYPSY
Tattoo


GUNDLACH

DIVISION OF PLANNING COMMENTS

The property owner is proposing to rezone the above referenced parcels from R2F Residential Two Family to CS Commercial Service in order to accommodate an office and storage expansion as well as to improve the existing site's circulation. The surrounding area is currently occupied with both business and residential uses within the block. The applicant's business, Gundlach Sheet Meet Works, Inc. is an established business within the city and has been a fabric of that neighborhood for many years. The applicant has purchased these surrounding parcels for this expansion.

In December the City adopted the Bicentennial Vision/ Comprehensive Plan, which outlines a city-wide development plan for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The plan specifically recommends residential stabilization within this area, however the parcels in which the applicant is proposing to rezone are existing vacant land or a vacant building. The applicant is proposing to demolish the vacant building and reclaim this area for development.

As stated, the existing site is currently surrounded by both commercial service and residential two family zoning districts. The main purpose of the rezoning is to not only create an area for storage of parts for the business but to improve circulation within the site. Currently, many of the delivery trucks for the business park along Columbus for deliveries. Planning Staff believes that improving this circulation will be an improvement to the neighborhood.

The proposed zoning amendment is supported by the following section of the Bicentennial Vision.
Vibrant City:

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** The applicant has indicated that these parcels were overgrown and being utilized for dumping of debris and trash, the applicant has since removed the trash and debris from the site in hopes that this could be utilized for redevelopment.

Chapter 1113 Amendments, of the Zoning Code, states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

(1) Whenever a general hardship prevails throughout a given district;
(2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
(3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

The applicant, although not required for a rezoning application, has provided a preliminary site plan to assist Planning Commission in understanding the need for the rezoning. A formal site plan will be submitted for approval. Staff does recognize that many of the surrounding properties have been adjacent to this business for many years, however staff does want to assure that proper screening measures are being considered during the site plan approval process. Staff has communicated these concerns to the applicant and they are willing to place a fence surrounding their development area to screen from adjacent properties. The site plan also provides a preliminary plan for the proposed circulation of the site, which staff sees as an improvement to the neighborhood.

ENGINEERING STAFF COMMENTS

The City Engineer has reviewed the proposed zoning amendment and has provided the following comments:
We believe that the layout is acceptable on the site, and will prepare a final review after the full site plan application has been submitted.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the proposed zone map amendment and has no objections, however has stated that building permits shall be required at the time of construction.

POLICE DEPARTMENT COMMENTS

The City Police Chief has reviewed the proposed zone map amendment and has no objections.

FIRE DEPARTMENT COMMENTS

The City Fire Chief has not provided comments on the application.

CONCLUSION/RECOMMENDATION

In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for the subject properties. Staff believes that the rezoning will assist an established business within the City and the Bicentennial Vision plan calls for reclaiming sites for development. The applicant has clearly made an effort to do this while continuing to establish his commitment to the City and this neighborhood.

Planning Commission
July 26, 2017
Minutes

The Chairman called the meeting to order at 4:30 p.m. The following members were present: Mr. David Miller, Mr. Jim Jackson, Chairman Mike Zuilhof, Mr. Whelan, Mr. Joe Galea and Mr. Wes Poole. Ms. Casey Sparks represented the Planning Department; Mr. Trevor Hayberger represented the Law Department; Mr. Jeff Keefe represented the Engineering Department and Debi Eversole, Clerk from the Community Development.

Mr. Poole moved to review the minutes from the 6/28/17 meeting at a later date as the Commission had received them too late to review. Mr. Jackson seconded the motion. With no further discussion, the motion carried with a unanimous vote.

Mr. Hayberger swore in the audience and staff members who wished to speak on the agenda item.

Ms. Sparks presented that Gundlach Sheet Metal Works had submitted an application for an amendment to the zoning map for Parcel Numbers: 57-01878.000, 57-02125.000, 57-00129.000, 57-05532.0000 from “R2F” Two Family Residential to “CS” Commercial Service. The purpose of the request is to accommodate an office and storage expansion and also to improve the circulation of the site. The intent is to avoid delivery trucks from being parked along Columbus Avenue.

Mr. McGory arrived at 4:35 p.m.

The business is an established business within that city and has been a fabric of the neighborhood for many years. The surrounding zoning and uses include both residential and commercial.

The applicant has provided a preliminary site plan indicating the proposed layout, the site plan application will be reviewed by Planning Commission at a later date. This plan indicates proposed traffic patterns for the site. Staff has also communicated to the applicant that proper screening measures need to be considered during the site plan approval process. The applicant has indicated that they are willing to place a fence surrounding their development from adjacent properties.

The proposal would change the traffic circulation so that the trucks would come off of Columbus Avenue onto Division Street. They would load and unload behind the existing business and come off onto Neil Street. She stated that Jeff Keefe was here from the Engineering Department to explain further.

Mr. Keefe stated that the primary issue was the truck traffic. Some of the trucks cause traffic issues by stopping to unload on Columbus Avenue. It is very difficult to make the corner with the utility pole on Division Street and getting back out. Currently if they make the turn, they are using Wayne Street which is causing confusion with the residential traffic. Ideally, the trucks would come off of Columbus, onto Division, pull into the East yard and out back to Neil Street and go west and turn onto Columbus Avenue north or south.

Ms. Sparks added that The Bicentennial Vision/ Comprehensive Plan recommends residential stabilization within the area, however the plan also encourages reclaiming and repurposing blighted land/ sites for industrial redevelopment/ commercial redevelopment. The applicant is proposing to demolish the vacant building and reclaim this area for development.

Planning Staff recommends approval of the proposed amendment to the Zone Map for the subject properties. Staff believes that the rezoning will assist an established business within the City and the

Bicentennial Vision plan calls for reclaiming sites for development. The applicant has made a great deal of effort to show their commitment to the neighborhood and the City.

In addition, there was feedback received via e-mail regarding this application. One from a surrounding neighbor and the other from Mr. Waldock who is adjacent to the property. Both e-mails were in support.

Chairman Zuilhof asked if there was any comments for or against the proposal.

Darlene Armour, 1007 Wayne Street stated that she sent a letter to City Manager Eric Wobser. She stated that she would rarely object to any business improving themselves but she feels that the semi traffic will cause a problem in the residential neighborhood. Now that she has heard what the traffic pattern should be, she would not be opposed to this application. Her fear is that the semi-trucks will still make it to the residential area. She stated that the traffic on Wayne Street could be fast and she is afraid that there could be trouble if semi's are pulling through there at a slow rate or stopped. She also added that she is concerned for children's safety. She asked if Neil Street could be made into a one-way street, ensuring that the trucks will not turn onto Neil from Columbus and make their way to Wayne Street.

Eric Wobser, 221 E. Jefferson Street stated that the City is in an active conversation with Gundlach for about a year and a half regarding the space restraints that they have at their location. He feels that if we cannot come up with a traffic solution for their expansion, they will move their business out of the city. Development and Planning Staff have worked closely with the Gundlach's to try to come up with a traffic plan to allow for their expansion. They are potentially the oldest company in Sandusky and Staff would like to see them continue to grow for many years to come.

Mr. Galea asked Mr. Wobser if his conversations with Public Works were in regards to the traffic on Neil and Wayne Streets and if the idea that the previous witness had was an option. He feels that the one-way street option is a very good solution. Mr. Wobser stated that there are no specifics that he can offer today, but there is an active commitment by Staff and the Gundlach's to come up with the best solution possible for both the business and the safety of the residential neighborhood.

Mr. Miller stated that his suggestion would be to have Gundlach influence how their traffic leaves. It seems that the best possible solution would be to leave via Neil Street onto Columbus Avenue.

Andy Gundlach offered to answer any questions regarding the project. Mr. Miller asked how long the business has been in place. Mr. Gundlach replied since 1889. Mr. Miller asked if they have acquired other properties in the area. Mr. Gundlach replied that over the past several years they have acquired several properties; most recently was 118 Division Street. Mr. Miller asked if a portion of the project will have to be rezoned. Mr. Gundlach stated yes, and that most of the business is broken up and sometimes shipments are unloaded at the street. This blocks traffic on Columbus Avenue and on Division Street. This is a safety concern because the employees drive their tow motors on to the city streets to load and unload the trucks. Another large issue is when the trucks come down Division Street; they don't want to or can't make the turn onto Wayne Street. Employees end up stopping traffic on Columbus Avenue so that the trucks can back out onto Columbus Avenue. Mr. Gundlach added that in his conversations with the city, he stated that he doesn't care how the trucks get in and out to his business; he just wants safety for his employees, the streets, pedestrians and his neighbors. He is hoping to also beautify the area.

Ms. Armour stated that Mr. Gundlach's statement that trucks back out onto Columbus Avenue, but she sees Holland trucks come down Wayne Street. If the project is rezoned, will this eliminate the trucks from traveling on Wayne Street?

Mr. Gundlach stated that he doesn't believe that building the warehouse will increase truck traffic. The purpose is to improve the logistics of the site. All Shipping and Receiving will go to one area. Right now, shipments go to several areas of the site.

Tracy Duncan, 903 Wayne Street asked if it was proposed to be paved or stone. Mr. Zuilhof stated that he believes that the Zoning Code would require that but this particular application would not be conditioned on whether or not it is paved. Ms. Sparks stated that the application tonight is for rezoning. There is not site plan approval for this evening. However, she believes that the applicant intends on paving.

Mr. Wobser added that Wayne Street, particular between Monroe and Scott Streets is a critical component of the Sandusky Neighborhood Initiative that was just approved through City Commission. One of the goals in this neighborhood is to calm traffic on Wayne Street to make it safe for pedestrians. There are also funds set aside for this model block area for housing improvements.

Ms. Armour added that making Neil Street a one way street out would be a good traffic calming measure. Chairman Zuilhof suggested putting her thoughts into writing for the Engineering Department.

Mr. Miller asked if approval from this Board would then go to City Commission for final approval. Ms. Sparks stated that yes, they will be recommending approval for City Commission.

Mr. Miller moved to approve the application for map amendments to the parcels listed in the application. Mr. McGory seconded the motion.

Mr. Galea stated that the testimony heard this evening that this would improve the traffic flow and keep a business in the area. He is in favor of approval and feels the testimony from the neighbors certainly suggests that the City needs some Traffic Engineering, which Mr. Wobser indicated was intended. He suggests to the applicant that they may want to direct the truck traffic with signs.

With no further discussion, the motion carried with a 6/0 vote. Mr. Poole abstained due to an administrative role in one of the properties involved.

Ms. Sparks presented that Sarah Porter has applied for a residential occupancy permit for the property located at 332 Lawrence Street. The property has been vacant for two years; as such a residential occupancy is required for the third unit since the zoning only permits two units.

The applicant has indicated that the property has 3,200 square feet available for three living spaces. Planning staff has correspondence dated back to 1997 indicating the uses being a first floor commercial use and three apartment units. The applicant was recently approved for a use variance to allow commercial on the first floor.

Section 1149.05 requires four parking spaces for the proposed use the application indicates on-street parking for the property. The site appears to contain an existing curb cut and area for parking. Ms. Sparks indicated in the presentation where there is shared parking nearby.

There was a similar application about 2 years ago that was on Perry Street. That particular application was for a residential occupancy for 2 different properties. The one that was approved was very large square footage of the units. One of the Planning Commissioners suggested having the applicant break down the square footage of each unit. The smallest is 676 square feet and the largest is 832 square feet.

Section 1145.06 would require a minimum of 400 square feet for a multi-family dwelling unit.

Staff recommends approval of the residential occupancy permit with the following conditions:

1. Off-street parking spaces are installed on the property and the updated site plan is approved by Staff. (Number of spaces)

2. Staff has the ability to renew the annual application unless City Staff receives complaints regarding the building and at that time the renewal permit will need to be approved through Planning Commission

Sarah Porter, 326 Lawrence Street stated that she has begun rehab on the building. She has replaced the roof and remediated some termite damage within the structure.

Mr. Miller asked what kind of business would occupy the first floor. Ms. Porter stated that she does not currently have an interested tenant, but though maybe a tax preparation office or insurance office. Something that would not create a lot of traffic. Ms. Sparks stated that the Board of Zoning Appeals made a condition to her approval that the 1st floor would only be of an office nature.

Mr. Galea asked if the existing drive is 20' long from the walk to Adams Street. That will constitute one off-street parking spot. Ms. Sparks stated that a parking space would not be allowed there because it is in the public right of way.

Mr. Miller asked if there were issues with the percentage of lot coverage or are there regulations with what percentage of the yard becomes parking or drive. The percentage of lot coverage would be for the building itself. Although Planning Staff would not like to see all of the lot space as parking, there is not currently a requirement at his time. Mr. Miller asked if there was a requirement for percentage of perviousness on the lot. Mr. Keefe stated that the percentage is dictated by whether the property is zoned commercial or residential. Ms. Sparks stated that Staff recommended that some off-street parking be provided. The requirement is four spaces, and judging from the map provided, there is the ability to handle on-street parking, but it would be beneficial to have at least two spaces off-street.

Mr. Poole asked if the application could be approved without requiring the parking immediately and review how it impacts the neighborhood over the next year. The application will be reviewed in a year anyway so the applicant should know that the additional expense may come up at a future date.

Mr. Miller thinks that Mr. Poole's suggestion could be easily dealt with in the way that Staff recommended. It could be approved at Staff level if there are no complaints. If there were complaints, it would come back to Planning Commission for review. It seems reasonable that it should not require off street parking. If complaints come in, within the next year, it would come back to Planning Commission.

Mr. Zuilhof would not base a condition off of complaints, base it on if Staff in their professional opinion feel that off-site parking is required, and that would be a condition in the annual renewal. Mr. Poole stated that if a condition of approval is tied to parking, it should come back to Planning Commission. He feels that it should not be Staff's decision on whether it is required.

Mr. Poole moved to approve the application on the conditions of:

1. Future off-street parking may be required and
2. The property is free of any code violations

Mr. Galea seconded the motion. With no further discussion, the motion carried with a unanimous vote.

Ms. Sparks presented that Humane Society of Erie County had submitted a site plan application for a building addition for administration, kennels and additional storage area for **1911 Superior Street**. The property is zoned as General Manufacturing.

This project will be done in three phases.

- Phase I will be approximately 2264 sq ft that will include storage, kennels, cat intake, new reception area, restrooms, kitchen and a laundry area
- Phase II will be 480 sq ft that will include a new office and additional storage
- Phase III will be 1343 sq ft to include enclosed dog areas

Section 1149.05 requires one parking space per 650 sq ft, which would total 13 spaces for the site. No additional parking is being proposed or needed. They currently have 38 parking spaces. Section 1149.09 requires landscaping for lots containing more than 25 parking spaces. The site currently has adequate landscaping, meeting the code requirements. The property is zoned as GM General Manufacturing and is surrounded by other general manufacturing zoned properties, as such there are no required side or rear yard setbacks. Section 1139.05 references that there is no height restrictions for buildings within the manufacturing district.

Planning Staff recommends approval of the proposed site plan for 1911 Superior Street.

Mr. Miller moved to approve the application. Mr. McGory seconded the motion. With no further discussion, the motion carried with a unanimous vote.

Sandusky City Schools has submitted an application for site plan approval for the construction of a new Elementary Building that will serve grades 3-6 at **2020 Hayes Avenue**.

The applicant has proposed to construct a two story elementary school at 2020 Hayes Avenue. The proposed layout of the building allows the street access off of along Hayes Avenue via a shared drive with the high school. Bus traffic will be accessed from Buchanan Street. The proposed building is to be 145,638 sq ft and will serve grades 3-6.

Section 1149. 05 states that the parking spaces required for public buildings such as municipal and education shall be determined by the site development. The proposed site plan indicates a total of 178 parking spaces, 43 visitor spaces and 135 staff spaces. The site plan indicates 6 handicapped spaces and 3 van accessible spaces.

Section 1149.09 would require landscaping areas for parking lots that contain more than 25 spaces and perimeter landscaping for the areas adjacent to a public street. The applicant has provided several landscaping islands and perimeter landscaping along the entire site.

The Engineering Department had the following concerns, some of which have been revised in the most current plan:

- Align entrance for traffic from Johnson Street
- Consider angled parking to avoid cars backing out and going wrong way on a one way drive – *This has been revised on the most recent site plan*
- Storm water and utilities are currently being updated
- Consider the main drive being narrower
- Is an enter only a possibility of directing high school traffic before it gets to the drop off area
- Auto turn for city buses and fire vehicles

Mr. Poole asked the applicant what the cost would be to align the driveway with Johnson Street. The applicant stated that it would be a minimal cost increase.

Ms. Sparks continued to state that Section 1123.04 requires a minimum of 75' for the rear and side yard setbacks. Several portions of the building located along the northern property line do not meet the required side yard setback, however the applicant has received a variance through the Board of Zoning Appeals.

Section 1123.05 states that the maximum height for buildings located within the PF Public Facility zoning district shall not exceed 60'. The elevation plans submitted indicate the building to be 35' 4" at the buildings highest point.

Planning Staff recommends approval of the proposed site plan for 2020 Hayes Ave, the construction will greatly benefit the neighborhood and the community.

Chairman Zuilhof stated that he is concerned about pedestrian considerations. He's aware of the considerations that have been taken for traffic, but he wanted to be sure that considerations have been taken for non-motorized and pedestrian traffic as well.

Mr. Poole moved to approve the site plan. Mr. McGory seconded the motion.

Mr. Miller stated his view of onsite management of run off from the impervious and pervious pavement on the site. He asked the City Engineer about onsite water retention. Mr. Keefe stated that there are 2 basins located on the west side and on the east side and are 2 bio swales or grass swales. The department is still waiting on final calculations for that and he anticipates having a meeting with the civil engineer and architects.

With no further discussion, the motion carried with a 6/0 vote. Mr. Whelan abstained, as he is a Sandusky City Schools employee.

Chairman Zuilhof asked the Assistant Law Director what action should be taken for the item that was tabled from the May meeting. Mr. Hayberger stated that as there is no expiration, there should be action taken soon as it has been 60 days already.

Mr. Poole suggested that if someone decides to bring it from the table, they should have enough information to do so. The applicant requested to table the application in order to talk with the neighbors and gather more information.

Mr. Miller stated that while he appreciates that it cannot stay tabled forever, should it be removed, it would start a clock of how long Staff would have to get the information to the neighbors and Planning Commissioners. As of yet, Mr. Miller has not seen anything that answers the 4 concerns that the neighbors had. There was the drainage issue, traffic issue, the potential increase in crime and property values decreasing.

Mr. Zuilhof stated that he feels that whether the information is there or not, the surrounding neighbors would still probably oppose the rezoning. At the end of the day, this recommendation will go before City Commission and they will have the final say in the matter. The Planning Commission recommendation will either make it easy or hard on the City Commissioners decision.

Mr. Poole stated that the Planning Commission needs to consider will the approval of this application add to the drainage issue that they currently have? The concerns that the neighbors voiced in the May meeting are concerns that already exist. What the Commissioners need to focus on is if the approval of the application would negativity impact the neighborhood. He suggested that in the terms of crime, maybe staff could get with the Police Department about what the crime rate is in that area. In the terms of traffic, he stated that speaking with the businesses along the Rt. 250 corridor, traffic is significantly less than in previous years. More people are traveling Cleveland Rd to get to and from Cedar Point. If traffic counts are available, they might be helpful as well.

Mr. McGory asked if Staff had heard from the applicant regarding whether to take it from the table. Ms. Sparks stated that we had not heard from the applicant as of yet. Staff provided the applicant with all of Engineering's comments and have not heard back. Ms. Sparks stated that Staff would need a clear understanding of what the Commissioners would like to see prior to hearing the application again. If this includes traffic counts from the County, or if we have anything here in house. Whatever the Commission would require, Staff will ask the appropriate departments.

Mr. Miller stated that his understanding was that the applicant requested to table the application in order to find answers to the neighbor's concerns. One of the concerns that can be answered by the applicant is whether the building would be one story to ensure the neighbor's privacy or multiple stories. Mr. Zuilhof requested to entertain a motion to continue discussion.

Mr. Miller moved to leave the agenda item tabled. With no second to the motion, the motion died. With no further discussion, the item remained on the table.

Ms. Sparks stated that there was a request for a special meeting and asked if the commissioners would be available. There was not a motion for a special meeting date.

Mr. Galea moved to adjourn the meeting. Mr. Miller seconded the motion. The meeting adjourned at 6:10 p.m.

APPROVED:

Debi Eversole, Clerk	Mike Zuilhof, Chairman

Department of Planning and Development

September 15, 2017

Planning Commission recommends the approval for the rezoning amendment for the following parcels: 57-01878.000(117 Neil Street), 57-02125.000(113 Neil Street), 57-00129.001 (No address), 57-05532.000 to change from "R2F" / Two-Family Residential to "CS"/Commercial Service.

Michael Zuilhof
Planning Commission Chair

ORDINANCE NO.__________

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE FOUR (4) PARCELS FROM "R2F" TWO-FAMILY RESIDENTIAL DISTRICT TO "CS" COMMERCIAL SERVICE DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of Gundlach Sheet Metal Works, Inc. for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel No. 57-01878.000, located at 117 Neil Street, Parcel No. 57-02125.000, located at 113 Neil Street, Parcel No. 57-00129.001, Wayne Street rear lot, and Parcel No. 57-05532.000, located at 118 Division Street, from "R2F" Two-Family Residential District to "CS" Commercial Service District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, Gundlach Sheet Metal Works, Inc., located at 910 Columbus Avenue, is an established business within the City and has purchased surrounding parcels to expand their business and this change in zoning being requested will allow them to accommodate an office and storage expansion as well as improve circulation within the site; and

WHEREAS, this request was heard by the Planning Commission at their July 26, 2017, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their September 25, 2017, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for Parcel No. 57-01878.000, located at 117 Neil Street, Parcel No. 57-02125.000, located at 113 Neil Street, Parcel No. 57-00129.001, Wayne Street rear lot, and Parcel No. 57-05532.000, located at 118 Division Street, from "R2F" Two-Family Residential District to "CS" Commercial Service District; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio and, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the

City, is hereby amended to effect the rezoning of Parcel No. 57-01878.000, located at 117 Neil Street, Parcel No. 57-02125.000, located at 113 Neil Street, Parcel No. 57-00129.001, Wayne Street rear lot, and Parcel No. 57-05532.000, located at 118 Division Street, from "R2F" Two-Family Residential District to “CS” Commercial Service District as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _________________________________
KELLY KRESSER
CLERK OF THE CITY COMMISSION

Passed: October 10, 2017 (effective after 30 days)

Proposed Zoning Change
Gundlach Sheet Metal Property

Being situated in the State of Ohio, County of Erie, City of Sandusky, Second Ward and being more definitely described as follows:

Commencing at a monument box, found, marking the intersection of the centerline of Wayne Street (82.5 FT) with the centerline of Neil Street (66 FT); Thence South 66°09'35" West along the centerline of Neil Street (66 FT), a distance of 245.21 feet to a point; Thence North 23°36'41" West a distance of 33.00 feet to a point on the North right-of-way line of Neil Street (66 FT), marking the Southwest corner of a parcel owned by Joe Brennan Sr. (RN 201703499) and the point of beginning;

(1) Thence South 66°09'35" West along the North right-of-way line of Neil Street (66 FT), a distance of 75.72 feet to a point, marking the Southeast corner of a parcel owned by Herbert Tucker Sr. (BV 81 PG 761), the same being the Southwest corner of a parcel owned by Gundlach Sheet Metal Works, Inc. (RN 200615667);

(2) Thence North 23°36'41" West along the West line of said Gundlach parcel, a distance of 33.33 feet to a point;

(3) Thence North 02°59'10" West continuing along the West line of said Gundlach parcel and a parcel owned by Gundlach Sheet Metal Works, Inc. (RN 200100527) and a parcel owned by Gundlach Sheet Metal Works, Inc. (RN 201702420), a distance of 142.32 feet to a point;

(4) Thence North 23°36'41" West a distance of 103.25 feet to a point on the South right-of-way line of Division Street (39.6 FT);

(5) Thence North 66°49'19" East along the South right-of-way line of Division Street (39.6 FT), a distance of 48.85 feet to a point, marking the Northwest corner of a parcel owned by William H. Waldock, Trustee (RN 20130684);

(6) Thence South 23°36'41" East along the West line of said Waldock parcel, a distance of 102.69 feet to a point, marking the Northeast corner of said Gundlach Sheet Metal Works, Inc. (RN 201702420) parcel;

(7) Thence South 23°36'41" East along the East line of said Gundlach parcel, the same being the revised West line of a parcel owned by Thomas & Joanne Baaske, a distance of 33.40 feet to a point on the North line of a parcel owned by Ned Reising (RN 201501440);

(8) Thence South 66°09'35" West along the North line of said Reising parcel, a distance of 3.30 feet to a point, marking the Northwest corner of said Reising parcel;

(9) Thence South 23°36'41" East along the West line of said Reising parcel, a distance of 33.40 feet to a point on the North line of said Brennan parcel;

(10) Thence South 66°09'35" East along the North line of said Brennan parcel, a distance of 19.96 feet to a point, marking the Northwest corner of said Brennan parcel;

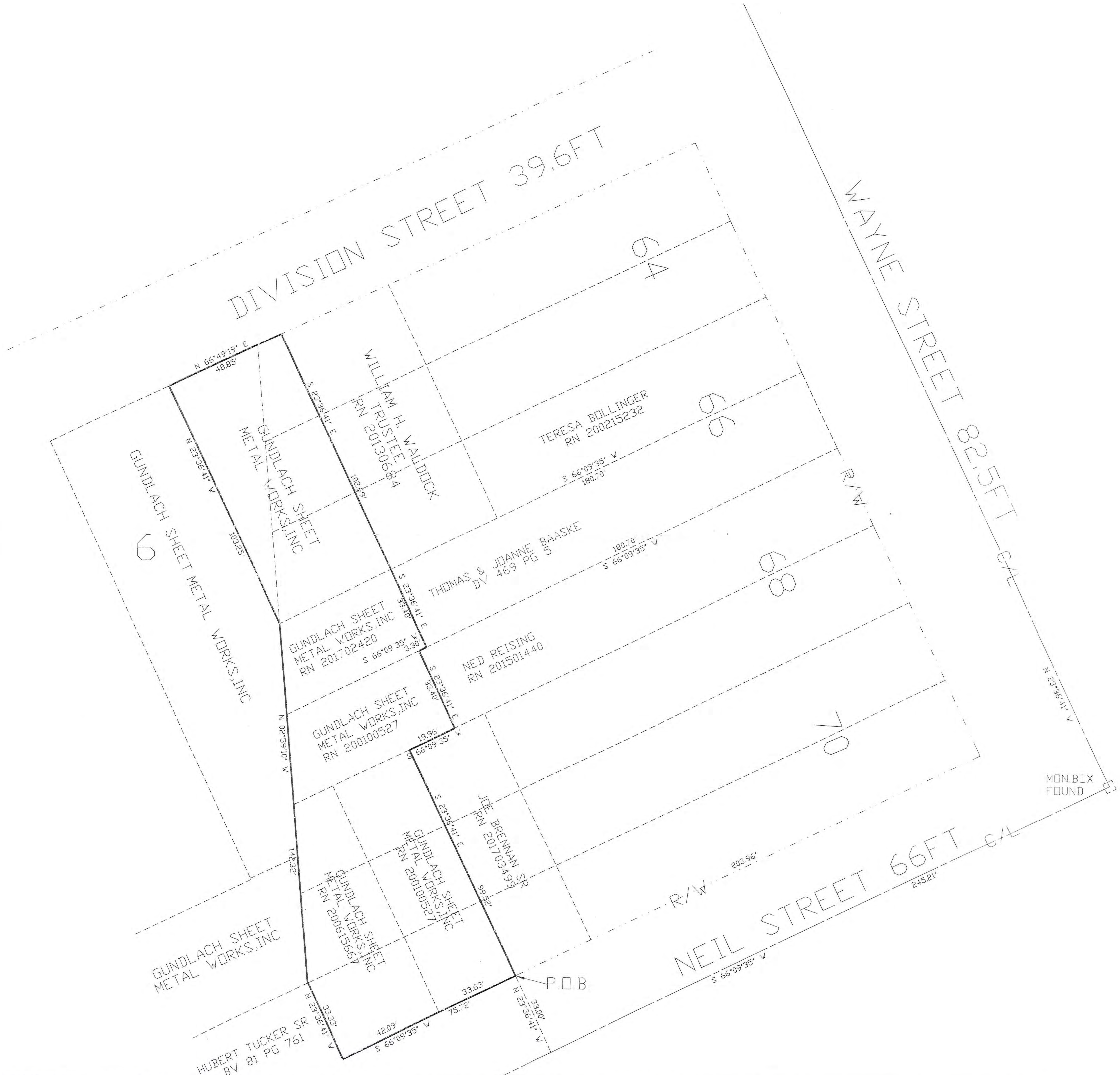
(11) Thence South 23°36'41" East along the West line of said Brennan parcel, a distance of 99.52 feet to the point of beginning, containing 15,734.3 square feet, more or less.

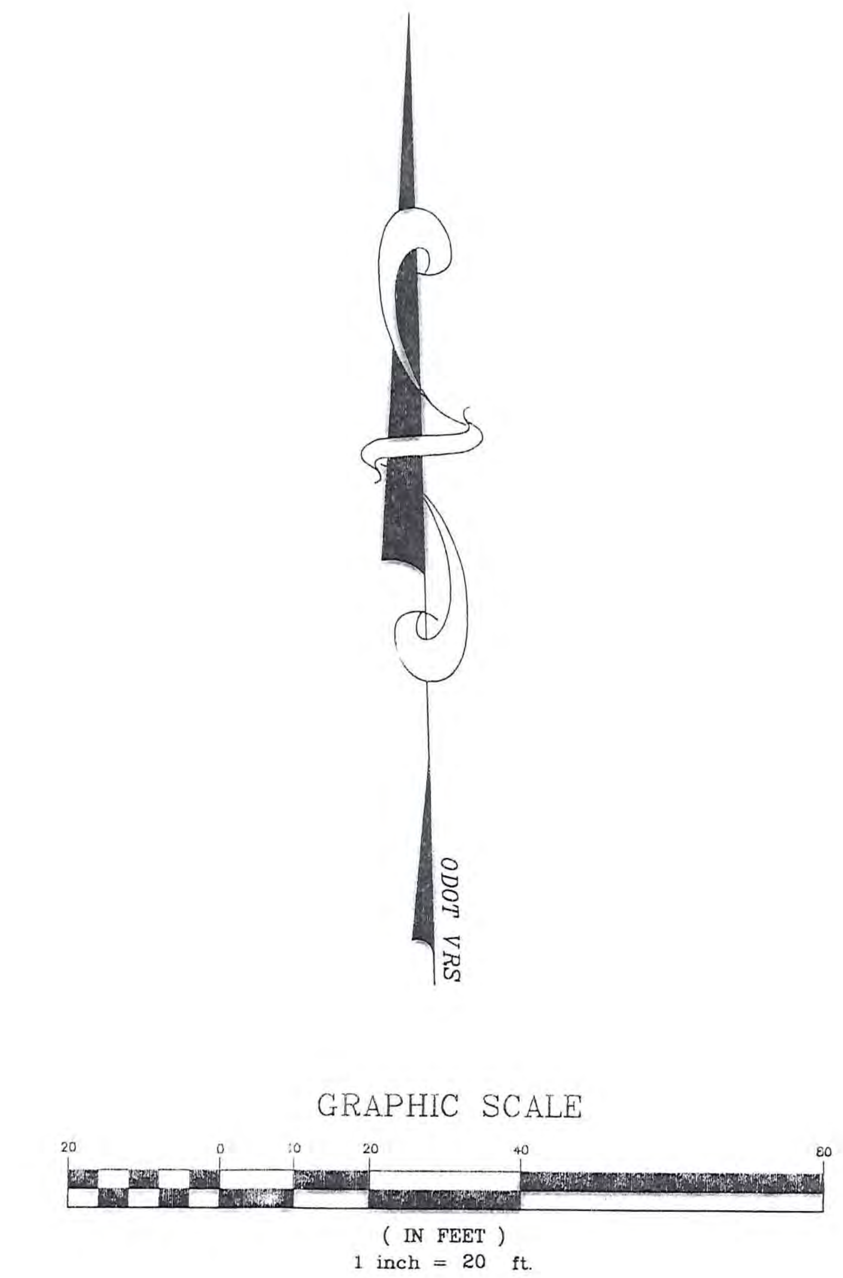
The description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in June 2017. The bearings were assumed only for the purpose of indicating angles.

Daniel E Hartung Jr 6/7/2017

Daniel E. Hartung Jr., PE, PS

STATE OF OHIO
DANIEL
E.
HARTUNG, JR.
S-5667
REGISTERED
PROFESSIONAL SURVEYOR





MAP PREPARED
FOR
GUNDLACH SHEET METAL
SHOWING
PROPOSED ZONING CHANGE
FROM
RESIDENTIAL TO COMMERCIAL

SECOND WARD	CITY OF SANDUSKY
ERIE COUNTY	STATE OF OHIO
JUNE 2017	SCALE 1"=20'

AREA OF CHANGE = 15,734.3 SQ.FT.

I HEREBY CERTIFY THE WITHIN TO BE A TRUE REPRESENTATION OF A SURVEY MADE BY ME.

Daniel E. Hartung Jr. 6/7/2017
DANIEL E. HARTUNG,JR,PE,PS

STATE OF OHIO
DANIEL E. HARTUNG, JR.
S-5667
REGISTERED
PROFESSIONAL SURVEYOR

HARTUNG & ASSOCIATES
ENGINEERS & SURVEYORS
P.O. BOX 426, 346 NORTH MAIN ST.,HURON,OH 44839-0426
(419) 433-4321 FAX(419) 433-7879
DANIEL E. HARTUNG JR.,PE,PS

DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Aaron M. Klein, P.E.
Date: September 27, 2017
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing a two-year opt-in endorsement agreement beginning with the December 2017 bill cycle between the City of Sandusky and Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program.

BACKGROUND INFORMATION: In 2006 and 2016, Sandusky City Commission approved agreements with Buckeye Energy Brokers, Inc. (Buckeye) to provide brokering services related to city-wide natural gas and electric aggregation programs. These programs are currently broken into six categories:

1. Residential Natural Gas Aggregation,
2. Natural Gas Aggregation for certain city accounts
3. Electric Aggregation for certain city accounts
4. Residential Electric Aggregation
5. Commercial Electric Aggregation
6. Demand Response at the Big Island Water Works

The intent of these programs is to provide consumers a choice that may provide an opportunity to realize meaningful savings in the purchase of natural gas and electric. The current contract with Constellation NewEnergy – Gas Division expires with the final billing cycle in November 2017. Therefore, a new contract must be in place by December 1 and resident notification letters must be mailed at least 45 days prior to the effective date of the new agreement. Hence, Buckeye recently solicited proposals in September from eligible natural gas suppliers and received the responses shown on the attached summary form. However, these prices are subject to change over the next few weeks based on an ever-changing market.

Buckeye has recommended the City enter into a two-year contract with the lowest bidder, Constellation NewEnergy - Gas Division, for the residential Natural Gas Aggregation Program. The estimated rate for natural gas at the time of this communication will be $0.448 per ccf of natural gas. This is an opt-in program, that requires the resident to voluntarily opt-in to the program, whereas, the electric program requires the resident to opt-out.

Constellation NewEnergy - Gas Division is also the current supplier for the same program through November 2017. The current rate is $.471 per ccf. A copy of the current agreement is attached for reference.

BUDGETARY INFORMATION: There is no direct cost to the City to approve this ordinance.

ACTION REQUESTED: It is recommended that the proper legislation by approved to enter into a two-year agreement with Constellation NewEnergy – Gas Division and passed under suspension of the rules and in full accordance with Section 14 of the City Charter to ensure that public notification letters are mailed to each resident at least 45 days prior to the effective date of a new agreement as required by law which is October 15, 2017.

I concur with this recommendation:

____
Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

Buckeye Energy Brokers, Inc.

Thomas M. Bellish, President
66 East Mill Street
Akron, Ohio 44308
(330) 730-4338
Bellish@BuckeyeEnergyBrokers.com

October 5, 2017

Buckeye Energy Brokers, Inc. is pleased to work with the City of Sandusky. Recently, we have sent out a request for proposals and the responses are below.

Natural Gas Endorsement Program Request For Proposal Results
Contract Start: December 2017

SUPPLIER	PRICE OPTIONS*	TERMS AND CONDITIONS
Constellation Energy	$.462/Ccf, 12 months $.448/Ccf, 24 months	Exit Fee: Waived
AEP Energy	$.469/Ccf, 12 months $.469/Ccf, 24 months	Exit Fee: $10/month left
Ohio Natural Gas	$.499/Ccf, 12 months	Exit Fee: Waived
Direct Energy	$.539/Ccf, 12 months $.519/Ccf, 18 months	Exit Fee: Waived
IGS Energy	$.609/Ccf, 12 months $.579/Ccf, 36 months $.579/Ccf, 60 months	Exit Fee: Waived
Santanna Energy	No bid	Exit Fee: Waived
Integrys Energy	Bought by Constellation	
Vectren Source	Bought by Direct Energy	
Volunteer Energy	7% off Columbia Gas of Auction rate	Exit Fee: Waived; **only available to opt-out programs**

**All Prices Subject to Change*

Based on the responses and the PUCO website, Buckeye Energy Brokers recommends a two-year term with Constellation Energy. Buckeye Energy Brokers are experts in providing quality consulting services in load aggregation and energy buying. If you have any questions or need additional information, do not hesitate to call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish
President

EXHIBIT
"1"

Endorsement Agreement

City of Sandusky, OH ("**City**"), and Constellation Energy Services – Natural Gas, LLC, ("**Constellation**"), enter into this Endorsement Agreement (the "**Agreement**") as of December 1, 2015 (the "**Effective Date**"). Constellation and City are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

<u>Recitals</u>:

A. City has obtained the required approvals and has enacted legislation in order to establish a natural gas endorsement program (the "Program") to offer negotiated rates to the City's residents and businesses.

B. Constellation is in the business of selling natural gas and related services to residential, commercial and industrial customers and other organizations and is a PUCO approved competitive natural gas supplier.

C. City has chosen Constellation as its preferred natural gas supplier for the Program and in return Constellation agrees to offer natural gas supply to City's residents and businesses that are Eligible Consumers at rates which are more favorable than Constellation rates normally available to individuals on the open market during the Initial Enrollment Period.

D. The Parties are familiar with governmental endorsement programs and recognize there are certain time constraints and limitations inherent with the enrollment process, and as such, are prepared to take commercially reasonable actions to secure prices for the Customers as the City desires.

Now, therefore, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINED TERMS**. Capitalized terms not otherwise defined in this Agreement will have the meanings set forth below. In this Agreement, unless the context otherwise indicates a contrary intention, the singular includes the plural and vice versa, and where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning.

"Customer" means an Eligible Consumer who has accepted Constellation's natural gas supply offer made pursuant to this Agreement by entering into a Customer Agreement with Constellation.

"Customer Agreement" means (i) a natural gas choice agreement executed by Constellation and an Eligible Consumer, or (ii) a verbal agreement between an Eligible Consumer and Constellation entered into by telephone, in each case where the agreement was the direct result of Constellation's gas supply offer made pursuant to this Agreement.

"**COH**" means Columbia Gas of Ohio, the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of natural gas to Eligible Consumers.

"Eligible Consumers" means City residents and businesses that are approved to participate in the COH Choice Program.

"Initial Enrollment Period" means an enrollment period during which Eligible Consumers may enroll with Constellation by accepting Constellation's offer made pursuant to this Agreement, the duration of which will be agreed to by Constellation and City, but is not to exceed forty-five (45) days.

"Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, rule of the public utilities commission, public service commission, independent system operator, regional transmission organization, or similar state commission, agency or body having jurisdiction over the Parties, natural gas transactions, or natural gas distribution systems.

"NYMEX" means the New York Mercantile Exchange, or its successor.

"PUCO" means the Public Utilities Commission of Ohio.

"**Trigger**" means the request by City for Constellation to financially set/lock-in the value of the NYMEX component of the Customers' price for the remainder of the term of the Customer Agreements.

2. **CITY'S ENDORSEMENT OF CONSTELLATION AS THE SOLE PREFERRED SUPPLIER FOR NATURAL GAS.** City agrees to recommend and endorse Constellation to Eligible Consumers during the Term. City agrees not to endorse any other natural gas supplier during the Term. City does not assume the credit risk for any non-payment on behalf of any Customer in the Program.

3. **TERM.** This Agreement shall commence on the Effective Date and, unless terminated earlier as otherwise provided in this Agreement, will continue for a period of twenty-four (24) months (the "**Term**"). City shall have the right to begin negotiations with Constellation and other natural gas suppliers during the Term to ensure a seamless transition and continuation of the Program at the end of the Term. If City chooses a new supplier during the Term as the endorsed gas supplier for a following term, Constellation shall cooperate with City and the new supplier in a timely manner to provide a list of Customers, who according to Constellation's records are participating in the Program at the time such request is

made. The City will have the right to endorse a new supplier during the Term, but only for natural gas flowing in a following term

4. CONSTELLATION SCOPE OF WORK.
(a) Constellation is responsible for obtaining an Eligible Consumer list from COH and/or any other source Constellation deems appropriate. City will cooperate with Constellation to assemble and verify the Eligible Consumer list. City will share its resources to help mitigate the cost of assembling and verifying the Eligible Consumer list, including giving notice to the previous supplier of its intent to retain Constellation for the Program and obtaining the list of Eligible Consumers who, according to the previous supplier's records, are participating in the Program at the time such request is made. Both the City and Constellation must approve any Eligible Consumer list to be used for any mailing.

(b) Constellation will implement an Initial Enrollment Period for Eligible Consumers and will develop and mail all program announcements and enrollment materials at its expense. Enrollment materials mailed during the Initial Enrollment Period shall include a Program enrollment notice approved by City, a natural gas choice agreement that will be substantially in the form attached hereto as Exhibit A (which an Eligible Consumer may execute and return to Constellation in order to enroll), a toll-free number to call for further information regarding the Program and any other information as agreed upon by City and Constellation.

(c) Constellation shall contract directly with Eligible Consumers who accept Constellation's offering for an initial two (2) year (24 month billing cycle) period. Enrollment materials will direct Eligible Consumers to contract with Constellation by mail or by telephone.

(d) The addition of Customers after the Initial Enrollment Period shall be in the sole discretion of Constellation. Customers that move from one physical address or meter location to another within the City may retain their contract with Constellation by contacting Constellation and providing reasonable notice of move and other relevant information needed by Constellation to verify such move.

(e) Constellation shall be responsible for the payment of any switching fee imposed by COH resulting from a Customer's acceptance of Constellation's gas supply offer made pursuant to this Agreement.

(f) In the event PUCO requires information or documents from the City regarding the Program, Constellation agrees to assist in compiling such information to the extent Constellation has access to such information.

(g) If at any time during this agreement City approves opt-out aggregation, the Parties will work together to implement a mutually agreeable opt-out aggregation program for all Eligible Consumers within the City. If City and Constellation agree to implement an opt-out aggregation program, City will exclusively endorse Constellation for such opt-out aggregation program.

5. CONSTELLATION NATURAL GAS SUPPLY OFFER(S). Constellation shall make the following program available to Eligible Consumers during the Initial Enrollment Period: City of Sandusky, OH price program ("City Price Program").

The City Price Program will be for a term of twenty-four (24) months (24 billing cycles). In order to determine the monthly rate per Mcf for Customers enrolled in the City Price Program, Constellation shall use the NYMEX last day settlement price, converted to Mcf using the Utilities' then current BTU factor, for the applicable gas delivery month plus a fixed adder of $1.394/Mcf. City hereby represents and warrants that it is authorized to act as agent regarding natural gas pricing decisions for all Customers that enroll in the City Price Program. As authorized agent, City can request to Trigger the NYMEX price for the remaining term of the Customer Agreements at any time during term of the Customer Agreements. City may only choose to Trigger a NYMEX price once and such fixed price shall apply to all volumes for the remaining terms of all Customer Agreements. If the NYMEX price is fixed at any time pursuant to such a request by City, Constellation shall determine the monthly rate per Mcf by using such fixed NYMEX price, converted to Mcf using the Utilities' then current BTU factor, plus a fixed adder of $1.394/Mcf. Upon agreement by Constellation and City, additional natural gas supply offers may be made during the term of this Agreement.

6. NATURAL GAS SUPPLY SERVICE. Constellation will supply natural gas to Customers in accordance with the Customer Agreements (attached as Exhibit A is the form of natural gas choice agreement that Constellation will offer to Eligible Consumers for execution during the Initial Enrollment Period) and all applicable rules and regulations, including applicable PUCO and COH rules.

7. USE OF CITY'S NAME AND LOGO. City hereby agrees to allow Constellation to use City's name and logo (if any) in any and all enrollment materials (including electronic media and Internet) and press releases for publicity and/or marketing purposes. The City will have the right to review and approve all such materials that utilize the City's name and/or logo prior to distribution. Additionally, City authorizes Constellation to represent that Constellation is the City's exclusive provider of retail natural gas supply for the term of this Agreement.

8. TERMINATION. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that a Regulatory Event has occurred. Upon such notice, the Parties shall enter into negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic positions it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement within sixty (60) days, the adversely affected Party shall have the right, upon fifteen (15) days written notice, to terminate this Agreement. The following events constitute a "Regulatory Event":

(i) Illegality. If, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Adverse Government Action. If (a) any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of the Agreement that adversely and materially affects a Party, or (b) there is any regulatory or judicial action that adversely impacts a Party's performance of any of its obligations under the Agreement.

9. CHOICE OF LAW; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio, without giving effect to conflict of law principles. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.

10. ASSIGNMENT. Neither Party may assign its rights or obligations under this Agreement without written consent from the other party; provided, however, Constellation may assign any of its rights and obligations under this Agreement without consent to an Affiliate or to any person or entity succeeding to all or substantially all of Constellation's assets or business or the division or region of Constellation to which this Agreement relates or into which Constellation is merged or otherwise combined or reorganized; provided the succeeding entity agrees to be bound to this Agreement.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Agreement will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Association to the preprinted terms of this Agreement shall be void and without any effect. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

12. WAIVER AND SEVERABILITY. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

13. NOTICES. To be effective, all notices must be in writing delivered by hand, by first class mail, postage prepaid, by electronic facsimile transmission (with verification of delivery), or by express carrier to the addresses provided below. A Party may change its address by providing notice of such change in accordance herewith.

Constellation:
Constellation Energy Services – Natural Gas, LLC
Attn: Contract Administration
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Phone: (502) 426-4500
Fax: (502) 214-6381

City:
City of Sandusky, OH
Attn: Mr. Hank Solowiej, Finance Director
222 Meigs Street
Sandusky, Ohio 44870
Phone: (419) 627-5776
Fax:

14. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other the following: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (c) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party or applicable Law; and (d) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement, or which would represent any conflict of interest with the City, any Eligible Consumer or Constellation.

15. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH PARTY. Constellation warrants and represents that it is a PUCO approved competitive retail natural gas supplier. City warrants, represents and covenants, as of the Effective Date, that: (a) City's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the City is organized pursuant to its authorizing statutes and regulations; (b) City has obtained all approvals needed in order to lawfully execute this Agreement; and (c) City has taken all actions and obtained all approvals necessary in order for City to act as agent on behalf of Customers enrolled in the Program regarding natural gas pricing decisions and such agency relationship does not violate any of City's organizing statutes and regulations.

16. DEFAULT; TERMINATION FOR DEFAULT. An "Event of Default" means any one of the following: (a) any representation or warranty made by a Party in this Agreement proves to have been incorrect, false or misleading when made or ceases to remain true during the term of this Agreement, if not cured within five business days after written notice from the other Party; or (b) a Party's breach of this Agreement or the failure by a Party to perform any obligation set forth in this Agreement and where within five (5) business days after receipt of written notice from the other Party it is not cured in circumstances where such failure or breach is curable (if the failure or breach is not curable no cure notice need be provided). If an Event of Default occurs, the non-defaulting Party may, in its sole discretion, terminate this Agreement effective upon written notice to the defaulting Party.

17. LIMITATION OF LIABILIITY. Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party for any and all claims of any kind arising from or relating to this Agreement will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the claiming Party to mitigate its damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REMEDY AT LAW OR EQUITY. The provisions of this Section 17 shall survive the expiration or termination of this Agreement for any reason.

18. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever.

19. RELATIONSHIP OF THE PARTIES. Constellation is an independent contractor under this Agreement, and nothing contained herein shall be construed as creating a relationship of employer and employee or principal and agent between the Parties.

20. ACCEPTANCE. ***This Agreement shall not be binding or enforceable against Constellation unless and until signed by an authorized representative of Constellation.***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Constellation Energy Services – Natural Gas, LLC	**City of Sandusky, OH**
By:	By: Hank S. Solowiej, CPA
Name:	Name: [illegible]
Title:	Title: Finance Director
	9-15-15

EXHIBIT A

Form of Natural Gas Choice Agreement

**This Natural Gas Choice Agreement will be included in the enrollment materials mailed to Eligible Consumers during the Initial Enrollment Period.*

ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENDORSEMENT AGREEMENT WITH CONSTELLATION NEWENERGY - GAS DIVISION, LLC, FOR THE CITY'S NATURAL GAS AGGREGATION PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement with Buckeye Energy Brokers, Inc., to provide services in offering consumers a choice to realize meaningful savings in the purchase of natural gas by Ordinance No. 06-071, passed on August 14, 2006, and subsequently has entered into agreements with various suppliers for services to continue the Opt-In Natural Gas Program; and

WHEREAS, the City Commission approved an Endorsement Agreement with Constellation Energy Services - Natural Gas, LLC, for the City's Natural Gas Aggregation Program for a period of twenty-four (24) months by Ordinance No. 15-118, passed on September 14, 2015, which expires with the final billing cycle in November of 2017; and

WHEREAS, Buckeye Energy Brokers, Inc. recently completed a Request for Proposals (RFP) process and has recommended Constellation NewEnergy - Gas Division, LLC for the City's residential Opt-In Natural Gas Aggregation Program, and the estimated rate for natural gas at this time is $0.448 per CCF of natural gas for a period of twenty-four (24) months; and

WHEREAS, the City of Sandusky is authorized by Article 18, Section 3 of the Ohio Constitution to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and ensure the public notification letters are mailed to each resident at least 45 days prior to the effective date of a new agreement as required by law which is October 15, 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves the form of the Endorsement Agreement with Constellation NewEnergy – Gas Division, LLC, for a period of twenty-four (24) months commencing on December 1, 2017, for the City's Natural Gas Aggregation Program, a copy of which is attached and marked Exhibit "1", and the City Manager is authorized to execute the agreement on behalf of the City in substantially the same form together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. This City Commission hereby authorizes the City Manager, Director of Law, Director of Finance, City Engineer and any other City officials as appropriate to provide such information and do such other things as are necessary for and incidental to carrying out the requirements of this Ordinance and the terms of the agreement.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: ______________________________
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: October 10, 2017

Amendment to
Endorsement Agreement

THIS AMENDMENT is entered into on December 1, 2017, by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and City of Sandusky ("City"). Each of Constellation and the Customer may be referred to individually herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Constellation and City are parties to a Endorsement Agreement dated December 1, 2015 (the "Contract"); and

WHEREAS, Constellation and City desire to amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 3, shall be deleted in its entirety and replaced with the following:

   "This Agreement shall commence on December 1, 2017 and, unless terminated earlier as otherwise provided in this Agreement, will continue for a period of twenty-four (24) months (the "Term")."

2. Section 5 shall be deleted in its entirety and replaced with the following:

   "Constellation shall make the following program available to Eligible Consumers during the Initial Enrollment Period: City of Sandusky, OH price program ("City Price Program".) During the Term the monthly rate will be a fixed rate of $0.448 per Ccf."

3. A revised Exhibit A, attached hereto as Exhibit 1, supersedes and replaces any and all prior Exhibit A.

4. Except as expressly set forth herein, all other terms and provisions of the Contract remain unchanged and continue to be in full force and effect. The Contract (as amended hereby) constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

Constellation NewEnergy – Gas Division, LLC	City of Sandusky
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title:______________________________	Title:______________________________

Exhibit 1

Exhibit A

GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

1. Purchase and Sale of Natural Gas. Pursuant to your completed Enrollment Form and these General Terms and Conditions (the Enrollment Form and these General Terms and Conditions together constitute the “Agreement”), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for the accounts ("Account(s)") listed on your enrollment form. Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility’s tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility’s tariff. Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.

2. Term. This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under “Customer’s Rescission Right” below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation (“Start Date”), which we estimate will be in the month of December, 2017 (January, 2018 billing cycle). We will supply your Account(s) for an initial term that will extend through the month of November, 2019 (December, 2019 billing cycle). If the City of Sandusky Natural Gas Pricing Program continues beyond November, 2019 with Constellation as the supplier, this Agreement will automatically renew for the term of the new City of Sandusky Natural Gas Pricing Program. In this case, Constellation will send you a notice of renewal including, but not limited to, notice of the new City of Sandusky Natural Gas Pricing Program and any other changes. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

3. City of Sandusky Natural Gas Pricing Program. Through November, 2019 (December, 2019 billing cycle), your price will be a fixed rate of $0.448 per Ccf.

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility’s service charges.

4. Termination. You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility’s guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility’s tariffs. In addition, this Agreement will terminate if (1) the requested service location is not served by the Utility, (2) you move outside the Utility’s service area or to an area not served by Constellation, (3) we return you to the Utility’s sales service pursuant to any termination of this agreement by us, or (4) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

5. Customer’s Rescission Right. Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) day period from the postmark date of the Utility’s confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility’s toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. Your Invoice. You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty four (24) months of your payment history for services rendered by Constellation without charge.

7. Switching. The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility’s regulated sales service rate.

8. Customer Service. For questions or complaints about our services, contact us at our Customer Care department by calling toll-free , 24 hours a day, seven days a week, by e-mail at VST@constellation.com, online at www.constellation.com, or in writing at Constellation

NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

9. Definitions: "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s). "Market Price" means the current price at which natural gas can be bought or sold by suppliers. "Market Trend" means the tendency of natural gas market prices to move in a particular direction over time.

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

12. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

14. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely, and have not relied, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents,

advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

18. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a “forward contract” and Constellation is a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended (“CEA”). Customer’s purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an “eligible contract participant” as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:

Utility Name	Utility Abbreviation	Contact Number
Columbia Gas of Ohio	COH	(800) 282-0157

DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: September 27, 2017

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation approving the amendments to the Erie County Solid Waste Management District Plan Update approved by the Sandusky City Commission on October 24, 2016, and by the Ohio Environmental Protection Agency on March 20, 2017.

BACKGROUND INFORMATION: The Policy Committee of the Erie County Solid Waste Management District adopted Resolution 117-1 on June 27, 2017, to amend the March 20, 2017, approved Solid Waste Management Plan Update. On August 3, 2017, pursuant to the Ohio Revised Code, an open public hearing was held to consider the amendments and on August 23, 2017, the Erie County Solid Waste Management District Policy Committee executed a Ratification Statement for Resolution No. 117-1. In short, the modifications to the Solid Waste Management Plan would include 1) increasing the Community Grants Program from $1,000 to $2,500, and 2) allowing reimbursement of costs associated with the Erie County Sheriff's office related to the litter collection trailer and investigation/enforcement of solid waste laws.

Ohio Revised Code requires that the largest city within the county's political subdivision and 60% of the population are required to approve the amendment for it to become effective.

BUDGETARY INFORMATION: There is no budgetary affect from this approval. However, solid waste related projects would be eligible for funding through the Community Grants Program in the future.

ACTION REQUESTED: It is recommended that proper legislation be prepared to approve Resolution 117-1 amending the Solid Waste Management Plan be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to approve the Plan Update amendments by the requested deadline of October 22, 2017, and to submit a Resolution to the Erie County Solid Waste Management District Policy Committee.

I concur with this recommendation:

____

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

Board of Directors
Patrick J. Shenigo.
Mathew R. Old
William J. Monaghan

Erie County
Solid Waste Management District

P.O. Box 469
554 River Road
Huron, OH 44839

419-433-5023
FAX: 419-433-6669

Policy Committee
James A. Guerra
Jeffery L. Ferrell
Aaron M. Klein
Andrew D. White
Robert L. England
William J. Monaghan
Celine Hemminger

August 23rd, 2017

Sandusky Commissioners:
222 Meigs Street
Sandusky, OH 44870

Dear Sandusky Commissioners:

The Policy Committee of the Erie County Solid Waste Management District recently ratified **Resolution 117-1** amending the March 20, 2017 approved Solid Waste Management Plan. On August 3rd, 2017, the Solid Waste Management District held an open public hearing which satisfied the requirements of Ohio Revised Code Section 3734.57(B). Enclosed you will find a copy of the Public Hearing, Resolution 117-1 and a copy of the Ratification Statement signed by the representatives of the Erie County Solid Waste Management District Policy Committee.

This is now distributed for approval or disapproval by your legislative authority. As of the date of this letter, you will have sixty (60) days to review and respond. A non-response after that time is considered an approval of the resolution. The largest city and 60% of the population represented by the county's political subdivisions is needed to affect the Plan amendments.

If you have any questions, please feel free to contact me at (419) 433-5023 or Tiffini McNeely, Community Outreach Specialist, at (419) 433-7303 Ext 2303 or TMcNeely@eriecounty.oh.gov .

Bryan Gill
Solid Waste/Landfill Director
BGill@eriecounty.oh.gov

Ratification Statement for RESOLUTION #117-1

For the Erie County Solid Waste Management District:

We, as the representatives of the *Erie County Solid Waste Management District Policy Committee*, do hereby certify that on the 27th day of June, 2017 during Special Session, this policy committee introduced and adopted **RESOLUTION #117-1**, which proposed amendments to Sections V(E)(1.7), V(E)(8) and VIII(B) of the approved Solid Waste Management Plan, held a Public Hearing concerning the proposed plan amendments in accordance with Section 3734.57(B) or the Ohio Revised Code on Thursday, August 3rd, 2017,

TO WIT:

On Thursday, August 3rd 2017, a Public Hearing was held to consider amendments to the Approved Erie County SWMD's Solid Waste Plan consisting of *Increasing Community Grants, Promoting and Developing Market Development Tactics and Supplementing Allowable Costs as provided by Ohio Revised Code Sections 3734.57(G)(4) and 3734.57(G)(7).*

In accordance with the requirements under Section 3734.57(B) of the Ohio Revised Code, this Policy Committee hereby ratifies **RESOLUTION # 117-1.**

William Donoghue	8/23/17
County Commissioner or Designee	**Date Signed**
Absent	
Municipal Officer or Designee	**Date Signed**
Jeffrey J. Lucas	8/23/17
Township Representative of Designee	**Date Signed**
[illegible]	8/23/17
Health Commissioner or Designee	**Date Signed**
James Green	8/23/17
Solid Waste Generator Representative	**Date Signed**
Celine Hemminger	8/23/17
Citizen Representative or Designee	**Date Signed**
Absent	
Public Representative or Designee	**Date Signed**

RESOLUTION NO.__________

A RESOLUTION APPROVING THE AMENDMENTS TO THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT PLAN UPDATE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Ohio Revised Code §3734.56(A) requires each Solid Waste Management District in Ohio to write and follow a Solid Waste Management Plan for the purpose to assure that the District has sufficient waste disposal capacity and waste reduction and recycling opportunities for its residents and businesses and requires the Plan to be updated every five (5) years; and

WHEREAS, the Erie County Solid Waste Management District Plan Update was approved by this City Commission by Resolution No. 062-16R, passed on October 24, 2016, and by the Ohio Environmental Protection Agency on March 20, 2017; and

WHEREAS, the Erie County Solid Waste Management District Policy Committee has determined the need to make certain amendments to the Plan in accordance with O.R.C. 3734.56(E), which includes: increasing the Community Grants amount, supporting public and private purchasing of recycled-content products with grants, and providing the Erie County Sheriff with an annual grant to provide litter collection community services and to investigate and enforce litter and environmental laws; and

WHEREAS, on June 27, 2017, the Erie County Solid Waste Management District Policy Committee adopted Resolution No. 117-1 to amend the March 20, 2017, approved Solid Waste Management Plan Update; and

WHEREAS, on August 3, 2017, the Erie County Solid Waste Management District Policy Committee held an open public hearing pursuant to Ohio Revised Code to consider amendments to the approved Erie County Solid Waste Management Plan Update and on August 23, 2017, executed a Ratification Statement for Resolution No. 117-1; and

WHEREAS, the largest municipality in the County in addition to a certain percentage of the remaining political subdivisions must approve the amendments in order for the amendments to become effective; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the Plan Update amendments and submit a Resolution to the Erie County Solid Waste Management District Policy Committee by the requested deadline of October 22, 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves the amendments to the Erie County Solid Waste Management District Plan Update approved by the Ohio Environmental Protection Agency on March 20, 2017, as contained in Resolution No. 117-1, adopted by the Policy Committee of the Erie County Solid Waste Management District, a copy of which is on file in the Office of the Clerk of the City Commission and attached to this Resolution, marked Exhibit "A", and specifically incorporated as if fully rewritten herein

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to the Erie County Solid Waste Management District Policy Committee.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: __________________________________
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: October 10, 2017

RESOLUTION NO. 117-1

A RESOLUTION OF THE POLICY COMMITTEE OF THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT PROPOSING AMENDMENTS TO THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT PLAN.

The Policy Committee of the Erie County Solid Waste Management District met this 27th day of June, 2017, in Special Session with the following members present:

Robert L. England, James A. Guerra, William J. Monaghan, Jeffery L. Ferrell, Andrew D. White, Celine Hemminger.

Mr. Monaghan introduced the following resolution and moved its adoption.

WHEREAS, this Solid Waste Management District completed the 2015 solid waste management Plan update and it was approved by the Ohio Environmental Protection Agency on March 20, 2017; and

WHEREAS, this Solid Waste Management District Policy Committee has determined the need to make certain amendments to the Plan under Ohio Revised Code Section 3734.56 (E), which includes: increasing the Community Grants amount, supporting public and private purchasing of recycled-content products with grants, and providing the Erie County Sheriff with an annual grant to provide litter collection community services and to investigate and enforce litter and environmental laws; and

WHEREAS, this Solid Waste Management District Policy Committee shall proceed with the process outlined in Ohio Revised Code Section 3734.57 (B) to approve these amendments:

NOW THEREFORE, BE IT RESOLVED:

THAT, the Solid Waste Management District Policy Committee of the Erie County Solid Waste Management District hereby proposes the following amendments to the latest Plan update:

1. The amount for the Community Grants Program under section V.E.1.7. be increased from $1,000 annually to at least $2,500 annually; and
2. Add another tactic to Market Development (section V.E.8.) that the Solid Waste Management District will promote and develop policies that favor recycled-content products by supporting private and public purchasing of recycled-content products with grants; and
3. Adding to and supplementing the allowable costs under section VIII.B.; as provided by Ohio Revised Code section 3734.57 (G) (4) and (7). This would provide funding for the balance of the Erie County Sheriff deputy's wages and fringes that operates the community service litter collection trailer not covered by grant funds from the Common Pleas Court (VIII.B.11.). It would also provide funds to the Erie County Sheriff for investigating and enforcing litter and related solid waste laws. The combined funding for both items should not exceed $200,000 yearly, and would be retroactive to July 1, 2017 (VIII.B.20); and

THAT, this Committee hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Committee; and that all deliberations of this Committee and of its sub-committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Guerra seconded the motion for adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Robert L. England, James A. Guerra, William J. Monaghan, Jeffery L. Ferrell, Andrew D. White, Celine Hemminger.

Roll Call: All Aye
Adopted: Tuesday, June 27, 2017

CERTIFICATE

I, Bryan Gill, Secretary of the Policy Committee of the Erie County Solid Waste Management District, hereby do certify that the above is a true and correct copy of Resolution 117-1 adopted by said Committee on Tuesday, June 27, 2017.

BG ______________ Secretary
Policy Committee
Erie County Solid Waste Management District

Prepared by: Erie County Solid Waste Management District

ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Stuart Hamilton
Date: September 25th , 2017
Subject: Commission Agenda Item –Purchase of two redundant Dell servers and a Dell SVc2020 SAN with Windows Datacenter licensing.

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to purchase a Virtual Server solution with external storage and Microsoft licensing from UltraLevel, Inc of Southfield MI.

BACKGROUND INFORMATION: We are currently running old server hardware platforms that struggle with performance issues. We are also running many applications on each server which in the event of an outage causes a great deal of downtime across many departments.

Proposed Solution:
After investigating products from HP, Dell and Pure Storage we decided that the Dell product offered us the functionality we were looking for. This equipment will be purchased from UltraLevel, Inc., through the Ohio Department of Administrative Services Cooperative Purchase Program (STS Contract # 534109).
This solution will allow us to run many servers on the one piece of hardware (solution). Instead of replacing each of our older servers with new hardware, we will create virtual versions of them on this solution, saving in excess of $10,000 each time we do.
Running your servers in a virtual environment comes with many benefits, with the most important one being disaster recovery. Recovering a virtual environment takes a fraction of the time legacy servers do. If we are having hardware issues on one of our servers, we simply move the virtual server to another server. No more installing and configuring new hardware. When running application upgrades which are normally troublesome and require hours of added work to restore when things go wrong, in a Virtual environment, this takes minutes. Application isolation by running each application on its own virtual server improves security and helps limit infections and corruption. These are just a few core benefits. These do not include savings on power consumption, management overhead, downtime cost savings.

BUDGETARY INFORMATION: The cost for this purchase will be $52,890.00. and will be paid from the IT budget in the General Fund in the amount of $26,445.00, from the Water Fund in the amount of $13,222.50, and from the Sewer Fund in the amount of $13,222.50.

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the purchase of a Dell Virtual Server solution from UltraLevel of Southfield, MI. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately purchase the equipment and begin utilizing the benefits as soon as possible and prior to any potential failures.

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
I.T Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

Date:	9/21/2017
Quote #:	ULIQ15494-03
Prepared For:	City of Sandusky 222 Meigs Street Sandusky , OH 44870
Attention:	Stuart Hamilton IT Manager

UltraLevel™
earning your trust to make IT right

Prepared By:	UltraLevel Inc. Jarett Wright 24700 Northwestern Hwy. Ste. 101 Southfield, MI 48075 (248) 595-7135 (313) 875-9330 - Fax

Approved and Accepted by: ______________________

Customer Purchase Order: ______________________

Customer Signature: ______________________

Customer Name (Printed): ______________________

Date: ______________________

Remit To:
UltraLevel, Inc.
24700 Northwestern Hwy., Ste. 101
Southfield, MI 48075

UltraLevel

QUOTE

Date	Quote #
09/21/17	ULIQ15494-03

Sold To: City of Sandusky
Stuart Hamilton
222 Meigs Street
Sandusky, OH 44870
United States

Phone:
Fax:

Ship To: City of Sandusky
Stuart Hamilton
222 Meigs Street
Sandusky, OH 44870
United States

Phone:
Fax:

Ohio STS contract code is 543109

Terms	Account Representative
NET 30	Jarett Wright

Send Approved Quotes and Purchase Orders To: Sales@ultralevel.com

Qty	Description	Price	Ext. Price
1	SCv2020 SAS 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 12Gb SAS Dual Controller SCv20x0 SCOS Base License SCv20x0 SSN License SCv20x0 Local Data Protection License SC2020 Regulatory Label Redundant Power Supply, 580W C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America 5-15P to C13, 10 amp, 6 feet wall plug Power Cord 5-15P to C13, 10 amp, 6 feet wall plug Power Cord Rack Rails SCv2000/SCv2020 Bezel 12Gb HD-Mini to HD-Mini SAS Cable, 2M 12Gb HD-Mini to HD-Mini SAS Cable, 2M 12Gb HD-Mini to HD-Mini SAS Cable, 2M 12Gb HD-Mini to HD-Mini SAS Cable, 2M Dell SCv2020 Shipping US Order Dell Hardware Limited Warranty Initial Year Dell Hardware Limited Warranty Extended Year(s) ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell ProDeploy Dell Storage SC Series vXXXX SAN up to 8 hosts - Deployment ProDeploy Dell Storage SC Series vXXXX SAN - Deployment Verification Hard Drive Filler 2.5in, single blank - QTY 17 1.92TB SAS 12Gb, Read Intensive SSD, 2.5 - QTY 7	$27,940.00	$27,940.00
2	PowerEdge R730 Server PE R730/xd Motherboard MLK No Trusted Platform Module Chassis with up to 8, 2.5" Hard Drives PowerEdge R730 Shipping Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz	$7,915.00	$15,830.00

Qty	Description	Price	Ext. Price
	Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz DIMM Blanks for System with 2 Processors Standard Heatsink for PowerEdge R730/R730xd Standard Heatsink for PowerEdge R730/R730xd 2400MT/s LRDIMMs Performance Optimized RAID 1 for H330/H730/H730P (2 HDDs or SSDs) PERC H730 Integrated RAID Controller, 1GB Cache Broadcom 5720 QP 1Gb Network Daughter Card iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise OpenManage Essentials, Server Configuration Management Internal Dual SD Module Redundant SD Cards Enabled 16GB SD Card For IDSDM 16GB SD Card For IDSDM Optical Drive Filler Dell EMC 2U Standard Bezel ReadyRails Sliding Rails With Cable Management Arm Performance BIOS Settings Dual, Hot-plug, Redundant Power Supply (1+1), 1100W Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd No Operating System No Media Required VMware ESXi 6.0 U3 Embedded Image on Flash Media US Order R730/xd PCIe Riser 2, Center R730 PCIe Riser 3, Left R730/xd PCIe Riser 1, Right Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell Dell Hardware Limited Warranty Plus On Site Service ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year ProDeploy Dell Server R Series 1U/2U - Deployment ProDeploy Dell Server R Series 1U/2U - Deployment Verification Declined Remote Consulting Service 64GB LRDIMM, 2400MT/s, Quad Rank, x4 Data Width - QTY 4 300GB 15K RPM SAS 2.5in Hot-plug Hard Drive - QTY 4 Broadcom 5719 QP 1Gb Network Interface Card, Low Profile SAS 12Gbps HBA External Controller, Low Profile NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America - QTY 4 C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America - QTY 4		
16	OLP GOVT WIN SVR DC CORE 2016 2LICS NL CORE LICS QLFD -	$570.00	$9,120.00

Leasing Option:

Total Price* **$52,890.00**

More options available, contact us for details!

*** Applicable tax will be invoiced ***

Please contact me if I can be of further assistance.

*Shipping Charges not included unless otherwise stated. Prices and discounts are based upon the purchase of the total quote - any changes may alter the prices. All delivery, training or consulting services to be billed at published rates, unless otherwise stated in an approved work order. Warranties, if any, are provided through the manufacturer only - UltraLevel specifically disclaims any and all warranties, express or implied, including, but not limited to, any licensed products. UltraLevel shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, or damages related to this agreement. All sales are final and any returns require UltraLevel approval, subject to the conditions of the distributor or manufacturer and are subject to a minimum 15% restocking fee. Prices are subject to change. Actual shipping costs to be determined at the time of processing. Financing and leases are subject to credit approval. Subject to the Terms and Conditions of UltraLevel's Master Consulting Services and Product Agreement.

ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A VIRTUAL SERVER WITH EXTERNAL STORAGE AND LICENSING FROM ULTRALEVEL, INC. OF SOUTHFIELD, MICHIGAN, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is currently running old server hardware platforms that run many applications on each server which causes performance issues and significant downtown across many departments during outage events; and

WHEREAS, servers running in a virtual environment have many benefits including disaster recovery, capability to move one server to another, improved security to limit infections and corruption, and includes savings on power consumption, management overhead, and downtime cost savings; and

WHEREAS, products from several manufacturers were researched and it was determined that the Dell products offered the most functionality with many benefits and the most important being disaster recovery; and

WHEREAS, the Virtual Server and External Storage from UltraLevel, Inc. of Southfield, Michigan, is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price of the Virtual Server with External Storage and Licensing is $52,890.00 of which $26,445.00 will be paid from the Information Technology budget in the General Fund, $13,222.50 will be paid with Water Funds, and $13,222.50 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately purchase the equipment and begin utilizing the benefits as soon as possible and prior to any potential failures; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Information Technology Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to purchase a Virtual Server with External Storage and Licensing from UltraLevel, Inc. of Southfield, Michigan, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program at an amount **not to exceed** Fifty Two Thousand Eight Hundred Ninety and 00/100 Dollars ($52,890.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _________________________________
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: October 10, 2017